

# **EXHIBIT C**

## **Mahler Law Firm**

1043 Wyoming Ave, Forty Fort, PA 18704

Phone 570.718-1118 Fax 570.718.1119

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Kevin D. Waitt  
7450 W. 130<sup>th</sup> St. Suite 140  
Overland Park, Kansas 66213

VIA EMAIL: [kwait@hrklaw.com](mailto:kwait@hrklaw.com)

### **RE: KELLY MAHLER - CONTRACT ISSUES**

Dear Kevin:

I represent Kelly Mahler relating to two books that she has worked with AAPC Publishing (AAPC). It is my understanding that you represent AAPC for Serdar Marun.

I am reaching out to you to attempt to discuss my client's desire to have her two contracts with AAPC terminated and released. As I am sure you are aware, AAPC has undergone significant changes in the last several months of which my client does not have confidence in AAPC's ability to market and publish her works in the future. My client currently desires to self publish the books once the contracts are terminated.

In discussing the issue with my client, my client has received only minimal royalties over the past few years relating to the above referenced contracts. The contracts in question are for the Interoception Book and the Interoception Assessment book. The contracts I am referencing are dated September 25, 2015 and March 10, 2016, respectively.

My client has been upfront with AAPC on her concerns that AAPC has not taken all of the contractual steps to properly market and publish her books both

before and after the current issues that plague AAPC after it had terminated almost all of its staff and management.

The issues are as follows:

1. Out of stock:

- a. Interoception Book: In violation of the above referenced contracts, the Interoception Book was out of stock for most of September - November 2018 on Amazon and was even out of stock with AAPC from 10-23 to 11-6-2018. Further, my client was contacted by certain distributor's in Canada that complained to my client that AAPC had not fulfilled their orders, including almost 70 books that were not delivered and were listed as back ordered for over 3 weeks. Additionally, your client attempted to publish my client's book in .pdf format, which tends to result in customers sharing the book in a format that can lead to unauthorized copying without purchase.
- b. Interoception Assessment: In violation of the above referenced contracts, the Interoception Assessment was out of stock with AAPC from 10-23 to 11-14-2018.
- c. My client has received other client complaints regarding the lack of ability to fulfill orders timely. My client contacted Mr. Marun by phone and email informing him directly of the issues. He replied that the issues were being addressed. However, the issues have continued to date.

2. Marketing --

- a. Conferences: My client attended AAPC recommended conferences where AAPC both failed to attend, leaving a table empty and without stocking books and at another conference failed to have books available for purchase at the table.
- b. My client's works are to be advertised by AAPC using best efforts. My client has consistently requested AAPC to advertise and market her books. Instead, it is my client's own activities, including her own online, social media and speaking engagements that have driven the sales.

My client has voiced her concerns over the plans for her books and marketing. In September 2018, after AAPC terminated all of the personnel that my client was then working with on her books, she voiced her concerns directly to Mr. Marun. The answer was that AAPC was in the process of writing a general marketing plan and then was going to provide individualized marketing plans. The initial concerns that AAPC did not have a marketing

plan using best efforts were thereby confirmed as Mr. Marun in essence admitted that the Company did not have either a general or individualized marketing plan for my client's books. Further, since that date, neither a general nor an individualized marketing plan has been forthcoming.

AAPC is in material breach of the contracts. The contracts provide that AAPC is to use its best efforts to keep the market supplied, which it has failed to do, not only on the major book publishing platform provided by Amazon, but also on AAPC's own online retail selling platform. The contracts provide that AAPC is to use best efforts to market the books and AAPC has failed to do so by not attending its own recommended conferences, placing the books in .pdf format, providing limited and non-existent online and social media marketing, failing to have individualized or a general marketing plan, and failing to maintain proper stock of books with major online distributors and retailers. My client desires AAPC to forego the costs involved in disputing the matter by releasing my client of the contracts which will allow her to self publish the books. It is the holiday season and my client hopes the release will occur quickly so she may position her books for sale.

My client cannot wait for AAPC to fix their internal issues. I believe she has been more than patient over the last few months, but at this time, my client seeks to move in a different direction. Please advise what will be required to transition the publishing rights and advise of any pre-published books that may yet remain to be sold.

Based on my understanding of the sales volume as indicated on my client's royalties, the books in question have not generated significant sales volumes and we believe that is indicative of the failure of AAPC to properly market and publish the books.

I request a response within the next five (5) days as to whether AAPC will agree to mutually terminate the contract without dispute.

Sincerely,

ERIC N. MAHLER

ENM/rl  
encl.